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IN THE UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF NEVADA

JON GABRIEL HEY,

Plaintiff,

v.

KIA MOTORS FINANCE, TRANS UNION
LLC, and HYUNDAI CAPITAL AMERICA,

Defendants.

Case No. 2:20-cv-01876-KJD-NJK

**DEFENDANT TRANS UNION LLC'S
ANSWER TO PLAINTIFF'S
COMPLAINT AND JURY DEMAND**

COMES NOW, Trans Union LLC ("Trans Union"), the named Defendant herein, and by and through counsel, files its Answer and Defenses to Plaintiff's Complaint ("Complaint") filed by Jon Gabriel Hey ("Plaintiff"). The paragraph numbers below correspond to the paragraphs contained in the Complaint, to the extent possible.

I. PRELIMINARY STATEMENT

1. Trans Union admits that Plaintiff has asserted claims against Defendants for alleged violations of the Fair Credit Reporting Act ("FCRA") 15 U.S.C. § 1681 *et seq.* Trans Union denies the remaining allegations contained in paragraph 1 of the Complaint.

1 **II. JURISDICTION AND VENUE**

2 **A. JURISDICTION OF THE COURT**

3 2. Trans Union admits that jurisdiction is proper in this Court.

4 **B. VENUE**

5 3. Trans Union, solely based on the allegations contained in the Complaint, admits
6 that venue is proper in the District of Nevada. Trans Union further admits that that it is
7 authorized to do business within the State of Nevada. Trans Union denies the remaining
8 allegations contained in paragraph 3 of the Complaint.

9 **III. PARTIES**

10 4. Trans Union admits that Plaintiff is a natural person. Trans Union is without
11 information or knowledge sufficient to form a belief as to the truth of the remaining allegations
12 contained in paragraph 4 of the Complaint and, therefore, denies same.

13 5. Trans Union admits that Plaintiff is a “consumer” as defined by 15 U.S.C. §
14 1681a(c) of the FCRA.

15 6. Trans Union admits that it is a foreign corporation authorized to do business
16 within the State of Nevada. Trans Union denies the remaining allegations contained in
17 paragraph 6 of the Complaint.

18 7. Trans Union admits that it is a “consumer reporting agency” as defined by 15
19 U.S.C. § 1681a(f) of the FCRA.

20 8. Trans Union is without information or knowledge sufficient to form a belief as to
21 the truth of the allegations contained in paragraph 8 of the Complaint and, therefore, denies
22 same.

23 9. Trans Union is without information or knowledge sufficient to form a belief as to
24 the truth of the allegations contained in paragraph 9 of the Complaint and, therefore, denies
25 same.

26 10. Trans Union is without information or knowledge sufficient to form a belief as to
27 the truth of the allegations contained in paragraph 10 of the Complaint and, therefore, denies
28 same.

1 11. Trans Union is without information or knowledge sufficient to form a belief as to
2 the truth of the allegations contained in paragraph 11 of the Complaint and, therefore, denies
3 same.

4 **IV. GENERAL ALLEGATIONS**

5 12. Trans Union is without information or knowledge sufficient to form a belief as to
6 the truth of the allegations contained in paragraph 12 of the Complaint and, therefore, denies
7 same.

8 13. Trans Union is without information or knowledge sufficient to form a belief as to
9 the truth of the allegations contained in paragraph 13 of the Complaint and, therefore, denies
10 same.

11 14. Trans Union is without information or knowledge sufficient to form a belief as to
12 the truth of the allegations contained in paragraph 14 of the Complaint and, therefore, denies
13 same.

14 15. Trans Union is without information or knowledge sufficient to form a belief as to
15 the truth of the allegations contained in paragraph 15 of the Complaint and, therefore, denies
16 same.

17 16. Trans Union is without information or knowledge sufficient to form a belief as to
18 the truth of the allegations contained in paragraph 16 of the Complaint and, therefore, denies
19 same.

20 17. Trans Union admits that it received correspondence from Plaintiff regarding a Kia
21 Motors Finance account. Trans Union further admits that the paragraph 17 of the Complaint
22 contains an accurate excerpt of the correspondence it received.

23 18. Trans Union admits that, at certain limited times, Kia Motors Finance was
24 reporting account #...9617 with the remarks of "PAID IN FULL/WAS A CHARGE OFF" and as
25 charged off from June 2016 to November 2017. Trans Union denies the remaining allegations
26 contained in paragraph 18 of the Complaint.

27 19. Trans Union denies the allegations contained in paragraph 19 of the Complaint.
28

20. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 20 of the Complaint and, therefore, denies same.

21. Trans Union denies the allegations contained in paragraph 21 of the Complaint.

V. CLAIMS FOR RELIEF

FIRST CLAIM FOR RELIEF

22. Trans Union restates and incorporates its responses to paragraphs 1 through 21 above as though fully stated herein.

23. Trans Union denies the allegations contained in paragraph 23 of the Complaint.

24. Trans Union denies the allegations contained in paragraph 24 of the Complaint.

25. Trans Union denies the allegations contained in paragraph 25 of the Complaint.

26. Trans Union denies the allegations contained in paragraph 26 of the Complaint.

SECOND CLAIM FOR RELIEF

27. Trans Union restates and incorporates its responses to paragraphs 1 through 26 above as though fully stated herein.

28. Trans Union denies the allegations contained in paragraph 28 of the Complaint.

29. Trans Union denies the allegations contained in paragraph 29 of the Complaint.

30. Trans Union denies the allegations contained in paragraph 30 of the Complaint.

31. Trans Union denies the allegations contained in paragraph 31 of the Complaint.

THIRD CLAIM FOR RELIEF

32. Trans Union restates and incorporates its responses to paragraphs 1 through 31 above as though fully stated herein.

33. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 33 of the Complaint and, therefore, denies same.

34. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 34 of the Complaint and, therefore, denies same.

1 35. Trans Union is without information or knowledge sufficient to form a belief as to
2 the truth of the allegations contained in paragraph 35 of the Complaint and, therefore, denies
3 same.

4 36. Trans Union is without information or knowledge sufficient to form a belief as to
5 the truth of the allegations contained in paragraph 36 of the Complaint and, therefore, denies
6 same.

7 **VI. PRAYER FOR RELIEF**

8 Trans Union denies the allegations in the Prayer for Relief paragraph of the Complaint,
9 including all subparts.

10 **VII. JURY DEMAND**

11 Trans Union admits that Plaintiff demands a jury trial.

12 **DEFENSES**

13 37. At all relevant times, Trans Union maintained and followed reasonable
14 procedures to avoid violations of the FCRA and assure maximum possible accuracy of the
15 information concerning Plaintiff in preparing consumer reports related to Plaintiff.

16 38. Any alleged damages to Plaintiff, which Trans Union continues to deny, are the
17 result of the acts or omissions of Plaintiff or others, over whom Trans Union has no control and
18 for whom Trans Union has no responsibility.

19 39. Trans Union, in compliance with the FCRA, reasonably and completely
20 reinvestigated and verified, updated, or removed all information disputed by Plaintiff.

21 40. Trans Union at all times acted in compliance with the FCRA.

22 41. Trans Union has not published any false, inaccurate or defamatory information to
23 a third-party regarding Plaintiff and has not acted with negligence, malice, actual malice, or
24 willful intent to injure.

25 42. Some or all of Plaintiff's claims against Trans Union are barred by the applicable
26 statute of limitations.

1 43. Plaintiff's claims for exemplary or punitive damages and the FCRA damage
2 model violate the Due Process Clause of the Fourteenth Amendment and the laws of the State of
3 Nevada.

4 44. To the extent Trans Union could be found liable, Plaintiff was
5 comparatively/contributorily negligent.

6 45. Any alleged damages to Plaintiff, which Trans Union continues to deny, were
7 caused in whole or in part by an intervening or superseding cause.

8 46. Plaintiff lacks standing to assert the claims alleged in this action against Trans
9 Union.

10 47. The Court lacks subject matter jurisdiction over the claims asserted in this action
11 against Trans Union.

12 48. Plaintiff's claim for declaratory relief is not authorized, provided for, or allowed
13 under the FCRA.

14 WHEREFORE, PREMISES CONSIDERED, Defendant Trans Union LLC, respectfully
15 requests that this Honorable Court deny the relief requested in Plaintiff's Complaint, dismiss the
16 action in its entirety, grant Trans Union its costs of suit and expenses incurred herein, including
17 reasonable attorneys' fees, and for such other and further relief as the Court deems just.

18
19 Dated this 8th day of December 2020.

20 QUILLING SELANDER LOWNDS
21 WINSLETT & MOSER, P.C.

22 /s/ Jennifer Bergh

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 COUNSEL FOR TRANS UNION LLC

CERTIFICATE OF SERVICE

I hereby certify that on this the 8th of December 2020, I filed **DEFENDANT TRANS UNION LLC'S ANSWER TO PLAINTIFF'S COMPLAINT** with the Clerk of the Court using the CM/ECF system, which will send notification of such filing to the following counsel:

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